

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND,  
BALTIMORE DIVISION

CROFTON VENTURES LIMITED  
PARTNERSHIP

Plaintiff

v.

G&H PARTNERSHIP, et al.

Defendants

Civil Action No. MJG 96-1378

**MOTION TO REOPEN**

Crofton Ventures Limited Partnership, Plaintiff, by counsel, moves to reopen the proceedings filed herein, and for cause states:

1. On November 19, 2002, the Court entered an Order of Dismissal Due to Settlement (Under Local Rule 111.1).
2. The parties had entered into a settlement agreement pursuant to which one of the Defendants would pay the plaintiff a specified sum in exchange for, among other things, a release of all claims by Plaintiff against the Defendants, and the transfer of the land that was the subject of the dispute from the Plaintiff to that Defendant.
3. The settlement was originally reached through mediation before the Honorable Paul Grimm, United States Magistrate Judge. Although formal settlement

documents were not executed, Judge Grimm prepared a handwritten memorandum of the settlement, a redacted copy of which is attached hereto as "Exhibit A."

4. Judge Grimm's handwritten memorandum specifically made the settlement conditional on the parties reaching agreement on the allocation of the settlement amount between the Plaintiff's damages claims and the price of the land conveyed to the acquiring defendant.

5. After months of negotiations, again before Judge Grimm, the parties were unable to reach agreement, and on July 9, 2003, Judge Grimm issued a Memorandum for Counsel in which he advised the Court that an impasse had been reached at that counsel for the Plaintiff would be filing a motion to reopen the case and set it in for a re-trial. A copy of the July 9, 2003 Memorandum for Counsel is attached hereto as "Exhibit B."

6. On July 8, 2003, the Court entered a Memorandum offering to attempt to mediate the allocation issue or refer it to a tax lawyer for mediation. The court indicated that:

I understand from Judge Grimm that the parties reached agreement on the merits (on terms totally undisclosed to me) but reached an impasse regarding an allocation of value for tax purposes. I am informed, therefore, that the case must be reopened for trial.

A copy of the July 8, 2003 Memorandum is attached as "Exhibit C."

7. On August 29, 2003, the Court met with the parties in order to attempt to resolve the impasse, but the parties could not agree. At the August 29, 2003 chambers conference, the court advised to parties that it would wait for their request before taking further action.

8. Plaintiff respectfully requests that the matter therefore be reopened.

9. To the extent that the Settlement Order requires that the parties move to reopen the litigation within sixty days, Plaintiff respectfully requests that said Order be modified to permit this matter to be reopened.

WHEREFORE, Plaintiff respectfully requests that the Court's November 19, 2002 Settlement Order be modified or vacated to extend the deadline for reopening these proceedings, and that said proceedings be reopened for trial.

Respectfully submitted

\_\_\_\_\_/s/  
Steven K. Fedder  
Damon L. Krieger  
PIPER RUDNICK LLP  
6225 Smith Avenue  
Baltimore, Maryland 21209-3600  
410.580.3000

Attorneys for Crofton Ventures Limited  
Partnership

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 17th day of October, 2003, a copy of the foregoing Motion to Reopen was first class mailed to:

Milissa A. Murray, Esquire  
Swidler Berlin Shereff Friedman, LLP  
The Washington Harbor  
3000 K Street, N.W., Suite 300  
Washington, DC 20007

Thomas M. Ligan, Esquire  
Venable, Baetjer & Howard, L.L.P.  
2 Hopkins Plaza  
1800 Mercantile Bank & Trust Building  
Baltimore, Maryland 21201

\_\_\_\_\_/s/  
STEVEN K. FEDDER

## **EXHIBIT A**

11/19/02

Crofton Ventures v. GTH Partnership

MJG-96-1378

Case settled. Total of  
to Pl. Settlement will release  
Pl from liability for any future  
cleaning costs associated with the  
property. Defendants will purchase  
property that is subject of the  
lawsuit from the Pl  
for the above stated \*purchase  
price.

Settlement agreement also will  
release Defendants for liability  
to claims asserted by Plaintiff.

PW  
~~Pl. assumes any real estate transfer~~  
Real Estate Commission to be Pl. by Pl.  
Transfer Charges Pl  
On Real Estate 50/50  
Split 50/50  
USM

\* Purchase price subject to  
allocation between purchase of  
property and refund of prior  
cleaning costs or other matters.

Thomas H. Lujan for  
Harry/Dahlia Patricia GTH  
Partnership  
Melissa H. Offenberg  
as Counsel for E. Stewart Marshall, Inc.  
Steven K. Feller, Plaintiff's attorney

REDACTED

## **EXHIBIT B**

UNITED STATES DISTRICT COURT  
DISTRICT OF MARYLAND

CHAMBERS OF  
PAUL W. GRIMM  
UNITED STATES MAGISTRATE JUDGE

FILED  
U.S. DISTRICT COURT  
DISTRICT OF MARYLAND

101 W. LOMBARD STREET  
BALTIMORE, MARYLAND 21201  
(410) 962-4560  
(410) 962-3630 FAX

2003 JUL -9 A 9 57

July 9, 2003

LERK'S OFFICE  
AT BALTIMORE  
\_\_\_\_\_  
DEPUTY

RE: *Crofton Ventures v. G & H Partnership et al.*  
MJG-96-1378

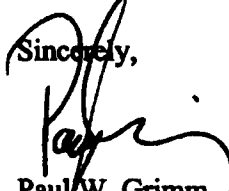
MEMORANDUM FOR COUNSEL

Dear Counsel:

Mr. Fedder and I have made additional efforts to overcome the impasse on the allocation issue, and, despite them, we were not able to change the position of the Plaintiff. It therefore appears that, notwithstanding all the hard work of all the parties and counsel, the settlement has fallen through for failure to reach agreement on the allocation issue. I am copying Judge Garbis with this letter to advise him of this fact, and that Mr. Fedder will be filing a motion to reopen the case and set it in for a re-trial.

I regret the fact that a final agreement on this one point could not be reached, despite all the efforts to do so.

Sincerely,



Paul W. Grimm  
United States Magistrate Judge

cc: Honorable Marvin J. Garbis

RECEIVED

JUL 14 2003



## **EXHIBIT C**

TO: COUNSEL

## M E M O R A N D U M



CHAMBERS OF  
HON. MARVIN J. GARBIS  
UNITED STATES DISTRICT JUDGE  
TELE: 410-962-7700

UNITED STATES DISTRICT COURT  
DISTRICT OF MARYLAND  
101 W. LOMBARD STREET  
BALTIMORE, MARYLAND 21201

July 8, 2003

Re: Crofton v. G & H, MJG- 96-1378

I understand from Judge Grimm that the parties reached agreement on the merits (on terms totally undisclosed to me) but reached an impasse regarding an allocation of value for tax purposes. I am informed, therefore, that the case must be reopened for trial.

By no means do I wish to know anything about the parties' positions on settlement on the merits. However, if - without such knowledge - I might be helpful in discussing approaches to the tax issues presented, I would make myself available to meet with counsel. If the allocation issue cannot be addressed without disclosure of settlement positions, then I would suggest your jointly investing in a few hours of time of a tax lawyer mediator (whom I would suggest if asked to).

A handwritten signature in black ink, appearing to read "Marvin J. Garbis".

Marvin J. Garbis  
United States District Judge

RECEIVED

JUL 10 2003